

07-26-2006



REC

103281732
TRADEMARKS ONE.

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AB HOLDINGS, LLC, an Idaho limited liability company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited liability company

Citizenship (see guidelines) Idaho

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 13, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BANK OF AMERICA, N.A., as agent

Internal

Address: c/o Dora Brown

Street Address: 800 5th Avenue, 37th Floor

City: Seattle

State: Washington

Country: USA Zip: 98104

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other National Banking Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jon E. Blumenthal

Internal Address: c/o Baird Holm

Street Address: 1500 Woodmen Tower

City: Omaha

State: Nebraska Zip: 68102

Phone Number: (402) 636-8331

Fax Number: (402) 344-0588

Email Address: _____

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 664

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 01 FC:8521

Expiration Date 02/08/08

b. Deposit Account Number 02 FC:8522

Authorized User Name 4838-4920-0041

9. Signature:

Signature

Date

JON E. BLUMENTHAL

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

ASSIGNMENT OF TRADEMARKS

<u>Registration No.</u>	<u>Issued</u>	<u>Mark</u>
1. 2,331,400	03/21/2000	WASHINGTON BEEF FRESH FROM WASHINGTON
2. 1,900,035	06/13/1995	ST. HELENS FOODS
3. 1,736,826	12/01/1992	WASHINGTON BEEF
4. 1,710,213	08/25/1992	ST. HELENS BEEF
5. 2,541,269	02/19/2002	SNAKE RIVER FARMS
6. 2,204,803	11/24/1998	SUPER SYRUP
7. 2,209,503	12/08/1998	FLAVOR GLO
8. 2,188,290	09/08/1998	CATTLEMAN'S CHOICE
9. 2,457,673	06/05/2001	ENERGY EXPRESS
10. 2,390,325	09/26/2000	RHINO SILAGE WRAP
11. 2,356,152	06/06/2000	YOUR NUTRITIONAL ANSWERS COMPANY
12. 2,801,046	12/30/2003	SRF
13. 2,801,047	12/30/2003	SRF + Design

<u>Serial No.</u>	<u>Filed</u>	<u>Mark</u>
14. 78/547,011	01/13/2005	ST. HELENS BEEF
15. 78/547,008	01/13/2005	DOUBLE R RANCH QUICK CHEF
16. 78/547,002	01/13/2005	DOUBLE R SIGNATURE
17. 78/748,361	11/07/2005	SIGNATURE DOUBLE R RANCH NW BEEF
18. 78/590,325	04/29/2004	RR
19. 78/590,299	05/03/2004	DOUBLE R RANCH
20. 78/599,598	01/13/2005	DOUBLE R RANCH MOUNTAIN DESIGN
21. 78/535,258	12/17/2004	REGULATE
22. 78/440,989	06/24/2004	TOPPEAK
23. 78/468,506	08/17/2004	CAF BOOST
24. 78/446,823	07/07/2004	RUMAX
25. 78/328,734	11/17/2003	SRF SNAKE RIVER FARMS
26. 78/587,959	03/15/2005	KURIZO
27. 78/328,365	11/14/2003	SRF SNAKE RIVER FARMS

SECURITY AGREEMENT

1. THE SECURITY. The undersigned **AB HOLDINGS, LLC**, an Idaho limited liability company (the "Pledgor") hereby assigns and grants to Bank of America, N.A., as Administrative Agent ("Administrative Agent") for itself and the "Banks" set forth in the Amended and Restated Credit Agreement by and between Borrower (as defined in Paragraph 2, below), Banks and Administrative Agent dated as of July 13, 2006, a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from Administrative Agent and/or the Banks under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All farm products in all of their respective forms ("Farm Products");

(d) All of the Pledgor's deposit accounts with Administrative Agent and the Banks. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names, including, but not limited to, those certain trademarks described on **Exhibit "A"**, attached hereto and incorporated herein by this reference; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure (a) all Indebtedness of the Pledgor to Administrative Agent and the Banks, including, without limitation, the obligations and liabilities of Pledgor to Administrative Agent, for itself and the Banks, pursuant to that certain Continuing and Unconditional Guaranty dated on or about the date hereof and any other guaranties previously or hereafter given by Pledgor in favor of Administrative Agent, and (b) all Indebtedness of AGRI BEEF CO., an Idaho corporation ("Borrower"), to Administrative Agent and the Banks. Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to Administrative Agent and the Banks, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by Administrative Agent or the Banks by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and Administrative Agent or the Banks.

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by Administrative Agent in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) In addition, the Pledgor is organized under the laws of the state of Idaho. The Pledgor shall give Administrative Agent at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify Administrative Agent in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify Administrative Agent in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to Administrative Agent, for itself and the Banks, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Administrative Agent, for itself and the Banks.

(e) The Pledgor will promptly notify Administrative Agent in writing of any event which affects the value of the Collateral, the ability of the Pledgor or Administrative Agent to dispose of the Collateral, or the rights and remedies of Administrative Agent and the Banks in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect Administrative Agent's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, Administrative Agent at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the

Indebtedness. The Pledgor agrees to reimburse Administrative Agent and the Banks on demand for any Collateral Costs so incurred.

(g) Until Administrative Agent, for itself and the Banks, exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to Administrative Agent, together with any necessary endorsements.

(i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of Administrative Agent; provided, however, that the Pledgor may sell inventory and Farm Products in the ordinary course of business.

(j) The Pledgor will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to Administrative Agent and include a loss payable endorsement in favor of Administrative Agent, for itself and the Banks, in a form acceptable to Administrative Agent. Upon the request of Administrative Agent, the Pledgor will deliver to Administrative Agent a copy of each insurance policy, or, if permitted by Administrative Agent, a certificate of insurance listing all insurance in force.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by Administrative Agent of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to Administrative Agent and shall provide that Administrative Agent and the Banks have no liability to such owner, holder of any lien, or any other person.

(l) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than Administrative Agent and the Banks and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or Administrative Agent or the Banks. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with Administrative Agent's prior written consent.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgor agrees that Administrative Agent may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to Administrative Agent (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to Administrative Agent any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to Administrative Agent, for itself and the Banks, the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of Administrative Agent's interest in the Collateral.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of the Pledgor to Administrative Agent or the Banks, and such breach remains uncured after any applicable cure period.

(c) Administrative Agent, for itself and the Banks, fails to have an enforceable first lien (except for any prior liens to which Administrative Agent has consented in writing) on or security interest in the Collateral.

(d) Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Pledgor or of any guarantor or other party obligated under any Indebtedness.

(e) The Pledgor or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

(f) Any case, proceeding or other action is commenced against the Pledgor or any guarantor or other party obligated under any Indebtedness under any bankruptcy or other law for the relief of, or relating to, debtors.

(g) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due.

(h) The Pledgor has given Administrative Agent or the Banks any false or misleading information or representations.

6. REMEDIES AFTER DEFAULT. In the event of any default, Administrative Agent may do any one or more of the following:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of Administrative Agent in any deposit account of the Pledgor maintained with Administrative Agent or the Banks by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain Administrative Agent's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory or Farm Products.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Administrative Agent, for itself and the Banks, in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under Administrative Agent's exclusive control, for itself and the Banks.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to Administrative Agent, for itself and the Banks, at a place designated by Administrative Agent.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if Administrative Agent deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes Administrative Agent to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if Administrative Agent deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as Administrative Agent may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the

Pledgor hereby irrevocably constitutes and appoints Administrative Agent as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by Administrative Agent or the Banks or any of Administrative Agent's or the Banks' respective agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to Administrative Agent or the Banks at law or in equity.

7. WAIVER OF JURY TRIAL. The parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect to the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement (collectively a "Claim"). This provision is a material inducement for the parties entering into this agreement. For the purposes of this arbitration provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Banks involved in the servicing, management or administration of any obligation described or evidenced by this agreement.

8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by Administrative Agent or the Banks to enforce any provision shall not preclude Administrative Agent or the Banks, as the case may be, from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of Administrative Agent, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as Administrative Agent or the Banks may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to Administrative Agent, for itself and the Banks, in connection with this Agreement must be in form and substance satisfactory to Administrative Agent.

(d) This Agreement shall be governed by and construed according to the laws of the State of Idaho, to the jurisdiction of which the parties hereto submit.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by Administrative Agent or the Banks to enforce this Agreement or to protect the security interest of Administrative Agent or the Banks in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event Administrative Agent or the Banks seek to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Administrative Agent (or the Banks) and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Administrative Agent's and the Banks' rights hereunder shall inure to the benefit of their respective successors and assigns. In the event of any assignment or transfer by Administrative Agent or the Banks of any of the Indebtedness or the Collateral, Administrative Agent and the Banks thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Administrative Agent and the Banks shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

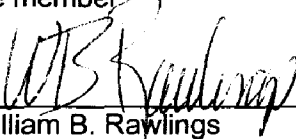
9. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed and delivered personally as of the date first above written.

AB HOLDINGS, LLC, an Idaho limited liability company

By: **AGRI BEEF CO.**, an Idaho corporation,
its sole member

By: 
William B. Rawlings
Its Chief Financial Officer

Address for notices to Administrative Agent:

BANK OF AMERICA, N.A.
c/o Dora Brown
800 5th Avenue, 37th Floor
Seattle, Washington 98104
Facsimile: (206) 358-0971

EXHIBIT "A"**Trademarks**

Marks which are registered in the United States Patent and Trademark Office as follows:

<u>Registration No.</u>	<u>Issued</u>	<u>Mark</u>
2,331,400	03/21/2000	WASHINGTON BEEF FRESH FROM WASHINGTON
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2,801,046	12/30/2003	SRF
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78/547,002	01/13/2005	DOUBLE R SIGNATURE
78/748,361	11/07/2005	SIGNATURE DOUBLE R RANCH NW BEEF
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78/590,299	05/03/2004	DOUBLE R RANCH

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